

COR/TL HANDBOOK (First Edition, 27 May 99)

FREQUENTLY ASKED QUESTIONS (FAQ'S)

PRE-AWARD

Personal and Non-personal Contracts

1. Q: What are the definitions of a Contracting Officer's Representative (COR) and a Technical Liaison (TL)?

A: Contracting Officer's Representative (COR) - A Contracting Officer's Representative (COR) is an individual who has been officially nominated by the requiring activity, completed required training, and has been appointed by the Contracting Officer to perform contract surveillance on behalf of the Contracting Officer. (See numbers 3 and 4 below.)

Technical Liaison (TL) - A Technical Liaison (TL) is an individual who has been appointed by the requiring activity to perform specified contract administration duties on behalf of the Contracting Officer. The contractual document administered by the TL is technically uncomplicated and usually of small dollar value.

2. Q: How is a COR/TL appointed?

A: The COR/TL is appointed based upon the cost and complexity of a contract requirement. (There is no dollar threshold which determines when a COR is required versus a TL.) It is recommended that activities consider the total dollar value and complexity of the total program (all contracts being managed by the individual) and not just look at one individual contract when considering whether or not to nominate someone as a formal COR. CORs require formal COR training <link to COR training schedule> and a written nomination by the Commanding Officer of the treatment facility. If the nominee meets the requirements for appointment, they are formally appointed by the contracting officer. TLs do not require formal training, although it is strongly recommended.

In order to qualify to become a COR, you must:

- Be a Government employee
- Be qualified by training and experience
- Possess technical competence in the supply/service being contracted
- Hold a position of responsibility commensurate with the complexities of the contract
- Have had formal COR training

3. Q: What are the COR/TL's duties after contract award?

A: The COR/TL is a liaison between the Contractor and the Contracting Officer. In this capacity, the COR/TL assures that the Contractor is adhering to all the terms and conditions of the contract, keeps track of the cost or price of the contract, verifies the time of delivery and, validates invoices for payment. The COR's specific duties for each contract are defined in a written appointment letter issued by the Contracting Officer. Every time a COR is appointed, a Contract Administration Plan (CAP) is developed by the Contracting Officer and made part of the contract. The CAP also outlines the duties of the COR for the contract.

The primary post award COR/TL functions are as follows:

- Attend the Post-Award Conference
- Conduct regular Surveillance
- Coordinate the flow of information between the requiring activity and the contracting office
- Supply relevant past performance information
- Ensure that any security requirements contained in the DD 254 are adhered to
- Act as property administrator of any GFP (e.g., where, when, condition code, inventory status/level)

To effectively monitor the performance of a contractor, it is very important for the COR/TL to become familiar with the entire contract. However, in their daily duties, the COR/TL should pay particular attention to the following items:

- any ceilings on cost, visits, or hours
- any receivables, including reports and data to be received
- any special clauses (e.g., insurance, liquidated damages; key personnel; options; incentive/award fees);
- any subcontracting requirements or limitations
- any Government Furnished items (property, equipment or supplies)
- any Contractor furnished items (property, equipment or supplies)
- the invoicing requirements and procedures including how often invoices are to be submitted and, where invoices are to be submitted
- any security classification of the contract (unusual for healthcare contracts)
- all deliverables - what, when, who and where? (e.g., who accepts deliverables; separation of functions)
- the Contract Administration Plan outlining the COR duties and the relationships among the parties involved in the contract
- the COR appointment letter

The COR/TL shall maintain a file. This file, as a minimum, should include the following items:

- The COR Appointment letter
- All pertinent parts of contract including all modifications
- All correspondence from the COR, Contracting Officer and the Contractor (either chronologically or by subject item (i.e. Modifications, Invoices, etc.)

All memos, emails, conversation records, meeting minutes or, trip reports
Any relevant information on security requirements
All records of receipt of reports or other deliverable data (the data need not be on file)
All annual/semi-annual or periodic contract evaluation and surveillance reports
Any GFP inventories (if required)
Copies of all invoices and DD250's (married together by payment period and including all reconcillations)
Copies of Contractor Performance Reports

4. Q: How does the COR/TL conduct contract surveillance?

A: One of the primary duties as a COR/TL is Tracking, Monitoring and Surveying Contractor performance. Surveillance is defined as follows:

“COR actions to monitor, measure, and report contractor performance to ensure that the Government receives the quantity and quality specified in the contract.”

Your duties in this area include such actions as verifying contract employee time sheets, periodically checking to ensure that contract employees are working in the correct location and at the correct time and performing specified duties. These surveillance items may be specified in a surveillance plan. A COR/TL must also ensure that the Government is fulfilling its side of the contract. If the contract is for dental assistant services, then any services performed by the contractor must be within the purview of a dental assistant. It is neither appropriate nor legal to use that individual as, for instance, a dental laboratory technician even if they have the skills and training to provide such services. Further, the work hours and location where services are provided can not be arbitrarily changed by the government unless the terms of the contract allow for it. Due to frequent turnover of personnel in a facility, contract employees may be mistaken for civilian service employees. Ensure that government personnel working with contractors are familiar with those portions of the contract relevant to them, and are aware of which employees are contractors. As a COR, you must match the tracking, monitoring and surveillance techniques used to the complexity and contract type for each contract being administered.

If you note any discrepancies or non-performance issues, you should document them and attempt to get a response to your documentation (a corrective action plan) from the responsible on-site contractor individual (specified in the contract or Contract Administration Plan) as soon as possible. In addition, you should inform the contracting officer promptly of the actions that have been taken. The contracting officer should be informed promptly before any action is taken if there is any indication that the COR will not be able to resolve the matter or if the issues involve include a matter of interpretation of the contractual document.

5. Q: What can a COR/TL change in the contract document?

A: **Neither** the COR/TL nor anyone else at the MTF/DTF has the authority to change any of the terms or conditions in the contract document. All changes to the contract document shall only be made by the Contracting Officer. The Contracting Officer

has expressed (written) and implied authority through a Contracting Officer's Warrant. As a COR/TL, you do not have authority to take any action, either directly or indirectly that could change the following:

- Pricing, cost or fee
- Quantities (which includes number of hours the contractor works)
- Quality
- Scope of the contract
- Delivery schedule
- Labor mix, i.e., staffing matrix
- Or any other terms or conditions of the contract.

Additionally, you may not:

Promise the contractor any additional work

- . Modify the terms and conditions of the contract
- . Issue stop work orders
- . Authorize additional government furnished property
- . Disclose source selection or proprietary information
- . Authorize any additional work
- . Provide budget information
- . Solicit proposal information

By nature of your COR appointment, you may be perceived by the contractor as having "apparent" authority. In order to avoid a change to the contract based on your actions or inaction, you should preface any meeting or written correspondence with the declaration that you have, "neither the intent nor authority nor the intention to change the contract".

6. Q: If the COR/TL can not change the contract, what can the COR do?

A: The COR/TL may be responsible for:

Preparation of Independent Government Cost Estimates (IGCEs)*

Preparation of Statements of Work (SOW) *

Participating in Technical Evaluation Boards (TEBs)*

Being the liaison between the Contractor and Contracting Officer

Monitoring performance, quality, time of delivery, and cost/price

Recommending or validating the need for contract modifications or termination

*The Healthcare Services Support Directorate (NMLC Code 07) is available to help with the preparation of SOWs and IGCEs and to conduct TEBs.

Documentation. Regardless of whether you have a Personal Services Contract (PSC) or a Non-personal Services contract (NPSC), your documentation forms the basis of many future actions by the Contracting Officer. If a contractor is underperforming, it is most important that the contractor receive documentation to that effect if they are a NPSC, or receive counseling, as you would provide to a civilian service employee, if they are a PSC. Keep records of all encounters and make sure the contractor signs them; not

necessarily in agreement but to assure acknowledgement. If a termination action is contemplated by the Contracting Officer, your documentation will form the foundation of that action. Also, ensure that your documentation is objective and professional. In the event of a claim on the part of the contractor, this documentation may become part of the court case and can be provided to the Contractor under discovery, if requested.

Keep in mind, not all documentation is negative. If a contractor is performing above expectation, such performance should also be noted. It may affect award fees, incentive fees, or future contracts. On future procurements, offerors may use documentation of excellent performance as part of their Past Performance proposals. Additionally, if the contract includes an incentive plan, your input will be extremely important in determining how much, or how little, that award will be.

7. Q: What is the normal Procurement Acquisition Lead Time (PALT) for a new or follow on Personal Services Contract (PSC)?

A: There are two types of PSCs: Individual Set Aside and Request for Proposal (RFP) or agency type contracts. Once a completed acquisition requirement package is received in Code 05, an ISA contract usually takes 4 to 7 months to complete, and a RFP generally takes 9 to 12 months to complete, depending on the complexity of the requirement. ISAs are awarded to *individuals only*. RFPs are generally awarded to *companies*. (NOTE: On occasion, an RFP may be awarded to an *individual* when there are more than one position required and an individual submits a proposal against the RFP.) If services are needed immediately, other options may be available as an interim measure such as a Small Purchase contract. Contact Code 05 for more information.

8. Q: How does the Individual Set Aside process work?

A: Once the need for a contract requirement is identified, contact the <Healthcare Services Support Directorate (Code 07) of Naval Medical Logistics Command (NMLC) and obtain a draft statement of work (SOW). Coordinate this draft with the requiring (technical) department of the MTF/DTF to refine the draft SOW, compile any additional information and, complete it. Work with Code 07 to tailor the SOW to your specific needs and, when finalized, return the approved SOW to Code 07 with the following documentation:

Conceptual Approval letter (signed by the CO if a medical requirement or by BUMED (Code 06) if a dental requirement.)

A funded NAVCOMPT 2276

A letter requesting procurement of the requirement

A market survey. Code 07 can assist you in completing a market survey

Any suggested sources that you may have, include the name, address and telephone number of the potential offeror. Also, provide the addresses of local newspapers or other publications in which we should advertise

Your requirement will first be advertised in local papers or other publications that you and we identify. A Commerce Business Daily (CBD) synopsis is not required for an

ISA. The Acquisition Management Directorate (NMLC Code 05) will then receive the offers may either provide the technical submissions and a Technical Evaluation Worksheet to you or coordinate these requirements with the NMLC Code 07. Once the technical review is complete and the most qualified offer or offerors are identified , you will rank the offers with assistance from Code 07, as required. Last, Code 05 will negotiate with the highest ranked offeror(s) or may negotiate with all offerors (as appropriate to the situation) until the contract is awarded.

9. Q: How does the PSC agency contract award process work?

A: Once the need for a contract requirement is identified, the Healthcare Support Services Department (NMLC Code 07) will provide you with a draft SOW. Upon receipt of the draft SOW, you should coordinate with the requiring (technical) department to refine the draft SOW, compile any additional information and complete the SOW. Then, you should work with Code 07 to tailor the SOW to your specific needs. When the SOW is finalized, return it to the Code 07 with the following documentation:

- Conceptual Approval letter (signed by the CO if a medical requirement or by BUMED (Code 06) if a dental requirement.)
- A funded NAVCOMPT 2276
- A letter requesting procurement of the requirement
- An Independent Government Cost Estimate (IGCE). Code 07 can assist you in completing a market survey
- Any suggested sources that you may have, include the name, address and telephone number of the potential offeror.

First, Code 05 will synopsize the requirement in the Commerce Business Daily (CBD) while the solicitation is being prepared. When issued, the solicitation will be provided to all potential offerors who replied to the synopsis, as well as those offerors that we have in our bidder's file. Additionally, the solicitation will be electronically available through NMLC's home page and Navy Electronic Commerce On-line (NECO) When the solicitation closes, Code 05 will receive all offers from potential contractors. Following receipt of proposals from offerors, a technical evaluation of these offers will be performed to determine the most technically acceptable offer. NMLC Code 07 will coordinate these technical evaluations with you. It should be noted that Code 07 also prepares Nonpersonal Service Contracts (NPSC) SOWs for FISC Norfolk Detachment Philadelphia and coordinates those technical evaluations also Last, Code 05 will negotiate with the highest ranked offeror(s) or may negotiate with all offerors (as appropriate to the situation) until the contract is awarded.

10. Q: What are the normal PALTs for a new or follow-on nonpersonal services contract (NPSC)?

A: NPSCs take from 6 to 18 months to complete depending on the complexity of the requirement. NPSCs for medical services are normally procured through Fleet and Industrial Supply Center Norfolk, Detachment Philadelphia. Due to the complex nature of NPSCs, development of the SOW may take significantly longer

than those of PSCs, which can impact the length of time required for procurement.

Source Evaluation Board (SEB) and Procurement Integrity

11. Q: After a RFP closes but before an award is made, what information can be discussed outside

A: SEB information shall not be discussed outside the SEB - before, during or after award.

Amendments and Modifications

12. Q: When is an amendment required?

A: An amendment is issued when there is a change to the government's requirements prior to contract award, or to answer technical questions received in response to the government's solicitation, or to extend the solicitation closing date. An amendment is not a modification. A modification is a technical or administrative change, either unilaterally or bilaterally, to a contract occurring after contract award.

13. Q: Do amended NAVCOMP Form 2276s have to be done to release funds *or* can the funds be released by sending a letter with of list of affected contracts?

A: Funds can be released (removing the Subject to Availability of Funds) through either a letter or an amended NAVCOMP Form 2276. The type of notice used to release funds is usually determined by your comptroller. Typically, such a release of funds is required when the government has been operating under Continuing Resolution Authority before the final budget has been passed by the Congress for that fiscal year.

Contract Logistics

14. Q: How does a contractor get a Customer and Government Entity Code (CAGE) Code/Duns Number entered into the Central Contractor Registration (CCR)?

A: Individuals must contact Dun & Bradstreet (1-800-333-0505) to obtain a DUNS number. After receipt of the number, the contractor may register with the Central Contractor Registration (CCR) electronically at <http://ccr.edi.disa.mil>. If the individual does not have access to the Internet, a copy of the CCR instruction booklet and application may be obtained from the Contracting Office. The Contractor and Government Entity (CAGE) Code will be obtained from the CCR, if a code is not already assigned.

15. Q: How does an offeror know what price to propose?

A: For all RFPs, the agency normally has enough corporate knowledge to prepare a proposal. Also, agencies are normally familiar with the Federal Acquisition Regulations

(FAR) Part 15, prevailing local wage rates, Department of Labor wages, etc. ISA (i.e. individual) offerors should propose a standard salary for the type of service they provide, but are advised to allow for taxes, insurance (health, life, etc.) and other such benefits. If a potential contractor (ISA or company) approaches you with such questions, advise them to contact NMLC Code 05.

16. Q: How does a contractor propose a price for required insurance if insurance costs are not readily available to them?

A: It is the responsibility of the offeror to solicit such information from their insurance agency. If a potential contractor (ISA or company) approaches you with such a question, advise them to contact NMLC Code 05.

17. Q: Who will the PSC contractor's supervisor(s) be?

A: Typically, in a PSC the contractor's supervisor(s) will be the head of the MTF/DTF department in which they work. This may vary by location, and will be determined by the Commanding Officer of the activity requiring the service..

18. Q: How will the contractor know when and where to report to work?

A: Typically in a PSC, sections C and F of the contract will give the contractor the location of services and identify their duty hours. This information will be coordinated between you, the contracting office and health care worker. In a NPSC, the hours and locations of service are explicitly stated in the contract and cannot be changed without a contract modification.

POST-AWARD

Contract Problems

19. Q: When should the COR/TL contact the Contracting Officer or Code 07?

A: The COR/TL should immediately contact their POC in the contracting office any time there is a contract performance issue which cannot be resolved at the local (requiring activity) level or if there is a disagreement in contract interpretation. The contracting officer manages and approves all changes to the contract document. These include all administrative changes and/or bilateral modifications. NMLC Code 07 provides input to Code 05 for technical changes or clarifications. When a contract modification is issued, you will be furnished a copy. You must file all copies of modifications with the contract in your COR file.

20. Q: What process should the COR/TL use when he/she discovers a problem?

A: You should document the problem and, depending on the degree of the problem, contact the contracting officer. You should maintain a documented record of all problems in your COR file. See question 4 above. Problems which threaten the health or

safety of a patient, other staff member or the facility should be swiftly and effectively dealt with by local personnel. The Contracting Officer should then be contacted immediately.

21. Q: How serious does a problem have to be to warrant a delinquency letter from the contracting office?

A: The contractor must be in non-compliance to contract requirements and sufficient documentation by the COR/TL must reflect the infraction and counseling sessions. The COR/TL role in any counseling sessions is vital. It provides the contracting officer with written documentation to support the determination to issue a delinquency notice.

22. Q: How do you handle contractor disciplinary problems, e.g., tardiness, not cleaning or securing properly, long lunches combined with leaving early, any contractor action that results in shortening hours and/or not meeting other logistical or technical contract requirements?

A: Any deviation from the terms of the contract needs to be documented. For a PSC, the contractor should be counseled in a manner similar to that used for civilian (GS) employees. Such counseling sessions should be timely and well documented. If problems persist, you should contact the contracting officer who will either provide guidance or address the problem directly. It is extremely important that any such problems or discussions with the contractor be fully documented. The contractor or health care worker should sign or at least initial the memorandum of the counseling session indicating that the session has been held. This signature does not necessarily mean that the individual agrees with the need for counseling. In a NPSC, no contractual relationship exists between the Government and the individuals providing service; the contract is between the Government and the company who hires the individuals. Performance problems related to the individuals should be documented by the COR in the same manner as any contract discrepancy and reported in accordance with the contract's Surveillance Plan or Contract Administration Plan.

23. Q: How do you proceed when the contractor's performance is lacking or unacceptable in any way?

A: Same as above. The government is paying for the services as stated in the contract. Neither the Government nor the contractor may deviate from the contract without first communicating with the contracting officer and issuance of a contract modification.

24. Q: What should be done if a contractor performs work that is outside the scope of his contract?

A: The contractor should never be permitted to perform work outside of the scope of the contract. If you identify and document contractor performance outside the scope of the contract you should notify the contracting officer immediately. The contracting officer has the authority to stop the contractor's work following the receipt of

your documentation. Failure to do so may result in a claim against the government. In some cases, the contract may be modified to allow for changes.

Modifications/Waivers

25. Q: How and when do you get a contract modification or waiver completed?

A: When the need for a contract modification arises, a request for contract modification will be prepared by either the contractor or the COR and submitted to the contracting officer. If the request is submitted by the contractor and is technical in nature, the request for a contract modification will be submitted to the COR for validation with the MTF/DTFs technical experts. NMLC Code 07, will assist you as requested.

Leave Issues

26. Q: What should be done when a contractor abuses sick leave?

A: NPSCs and some agency PSCs do not address sick leave because the administration of any such leave is the responsibility of the contractor. Typically, these NPSCs require the Contractor to provide qualified coverage when another employee is on leave. Section C of many PSCs addresses the use of sick leave. If you suspect that a contractor is abusing sick leave, you may request a doctor's note addressing the appropriateness of the leave. It is important that you be consistent among contractors with the administration of leave and other policies.

27. Q: When should the contractor be required to provide a doctor's note?

A: Follow the same policies used for civilian employees. Typically, doctors notes aren't required for periods of less than three consecutive days; however, if you suspect the contractor is abusing sick leave, you may request a doctor's note at any time. This applies only to PSCs. Follow the guidance outlined in Section C of the contract.

28. Q: Can contractors be given administrative leave to attend command functions, e.g., picnics, parties, luncheons, etc.?

A: Your Commanding Officer has discretion in these issues. However, you should be consistent in your treatment of all contractors. For example, it makes little sense to have contractors staffing a clinic if the clinic is closed. This applies only to PSCs. For NPSCs, contact the Contracting Officer.

29. Q: What does a contractor do when the base has an unscheduled closure, e.g., inclement weather, bomb threat, etc.?

A: PSC contracts address such occurrences. Typically, if the base has an unscheduled closure, contractors are also permitted to leave, and are normally compensated as administrative leave time. This applies only to PSCs. For NPSCs, contact the Contracting Officer.

30. Q: What is the contractor's leave status during unscheduled base closures?

A: Same as above.

31. Q: Do contractors get administrative leave when civil service employees receive it? If the answer is no, why not?

A: Under PSCs, the Commanding Officer is encouraged to apply the same policies to PSC Health care Worker's (HCW) and civil servants. However, each situation should be analyzed on a case by case basis. The Commanding Officer must treat all contractors consistently but while considering the use of taxpayer's dollars. It is the Commanding Officer's right not to grant administrative leave.

32. Q: What does a contractor do if he has a vacation scheduled with insufficient leave accumulated?

A: Typically in a PSC, the contractor health care worker should not take leave that has not been accumulated. Advance leave may be granted in extraordinary circumstances. Advance leave must be requested in writing and must be approved by the Commanding Officer. Under an ISA, the MTF/DTF will be without service while that individual is on leave. If a contractor has a history of abusing leave, that may be grounds for denying such a request. If approved, the COR/TL must have an adequate system in place to track leave earned/used. There are remedies that may be taken should a contractor be granted leave before it is accrued and then terminates their contract before making up the advanced leave. Contact the Contracting Officer if this situation occurs.

33. Q: Can a contractor carry over leave?

A: Leave in most PSCs must be used by each 30 Sep. However, contracts that have options to extend the contract for are more than one year may have leave carryover language incorporated into the leave paragraph. The leave carryover language must be requested by the DTF/MTF, it is not automatically inserted in the leave paragraph.

34. Q: If the answer is yes, how does it take place?

A: Typically, if allowed, leave may be carried over to the end of the current calendar year unless it is the last option year in the contract (when there can be no carryover). This will require that you track both leave carried over, and leave newly accrued. Throughout the year, you should track leave usage and occasionally inform the contractors of their balance to prevent personnel shortfalls at year-end.

35. Q: What is the contractor's status during jury duty and how will his contract services be provided?

A: PSC contractors should be granted administrative leave with pay, as are civilian service employees. The contractor on Jury Duty must turn back any pay received

for Jury Duty. If the pay is not turned back, the administrative leave with pay is forfeited. The individual receives either the Jury Duty pay or administrative leave with pay -- not both.

Pay Issues

36. Q: How is the contractor paid when he is away at class for Continuing Education Units (CEUs)?

A: If a PSC includes leave provisions, the Commanding Officer may grant administrative leave for a contractor to attend CE courses. Attendance at a CE class that benefits both the government and the contractors for maintenance of licensure or to ensure currency of the contractor's skills is in the best interest of the government. Typically, the government will pay for the time off, but not the cost of the course or materials, travel or other expenses. If, however, the government requests that the contractor take a specific course, the Commanding Officer may choose to pay for the cost of the course or materials, travel or other expenses. Some contracts contain language specifying the number of hours permitted per year for CE. If your contract contains such language, the contractor shall adhere to it. It is the COR/TL responsibility to know what the contract states. This does not apply to NPSCs or PSCs without leave provisions.

37. Q: Where will the contractor get the forms to bill the Government?

A: Typically, the contract requires the contractor to invoice the government utilizing a DD Form 250. The COR/TL should provide this form to the contractor. If certain forms are unavailable to you, contact the Contracting Officer.

38. Q: How will the contractor find out payment intervals and the date of the first payment?

A: The COR/TL should provide this information. If this information is unavailable to you, contact the Contracting Officer.

39. Q: Why does a contractor have to wait 6 weeks for their first check?

A: The Defense Finance and Accounting Service (DFAS) has 30 days after receipt of a proper invoice to release payment. Contractors cannot invoice prior to performing services and therefore must work 2 weeks before submitting an invoice. This, coupled with the two weeks of work required to submit the first invoice requires 6 weeks.

40. Q: Who should a contractor contact when his check is late?

A: If the check is later than 30 days following certification of the invoice, the contractor should call DFAS (**1-800-731-8096**) with the invoice number, the date of invoice, and the contract number. The DFAS address is located in Block 12 of the SF 26 (contract cover page).

41. Q: What causes late payment to a contractor?

A: The following items may cause late payments: Improper invoices, Federal holidays, personnel shortages at DFAS, and incomplete CCR registration/Electronic Funds Transfer (EFT) information.

42. Q: What can be done to assure that a contractor gets timely payment?

A: Check all invoices for completion and accuracy, certify that the information is correct and process the invoice immediately. See question number 43 below for the items to review for accuracy.

43. Q: How can a contractor be assured timely payment when his COR/TL isn't available to sign his DD250?

A: Another Government Employee should be assigned to act in place of the absent COR/TL. DFAS will not pay an invoice that is not certified. Invoice certification occurs when the appropriate government employee certifies by signature that all the information submitted in the DD250 is correct, including the dates of performance, total hours worked, hourly rate, etc.

44. Q: Is an ISA contractor's payment process interrupted at the beginning of a new fiscal year? If the answer is yes, what can be done to solve the problem?

A: The beginning of a fiscal year should have no effect on an ISA contractor's invoice unless a Government-wide furlough occurs.

45. Q: How does an ISA contractor get help with taxes?

A: ISA contractors should contact their accountant, a commercial tax preparer, or the Social Security Agency (SSA) with regard to quarterly filing of taxes.

46. Q: Who does an ISA contractor contact about their end-of-year 1099 tax statement?

A: DFAS should automatically provide the contractor with a 1099. If the contractor doesn't receive a 1099, they should contact DFAS. The DFAS address is located in Block 12 of the SF 26 (contract cover page).

Contractor Injuries

47. Q: What Worker's Compensation and other forms should a contractor fill out in the event of an injury on the job?

A: Your activity should have a policy addressing Worker's Compensation. This policy should be available through your local Human Resources Office. ISA contractors do not receive worker's compensation.

48. Q: What should a contractor do if they suffers a needle stick on the job? Does the contractor receive treatment at the MTF? If the answer is yes, should the treatment be administered by MTF Occupational Health personnel?

A: Your command should have a policy addressing exposure to bloodborne pathogens and other hazardous materials. Initial treatment, to include testing will normally be conducted by the MTF. Any further treatment should be outlined in local Occupational Medicine policies. A health care worker is not provided free treatment at the DTF/MTF unless already lawfully entitled to, such care (i.e. dependents of active duty members, retirees, etc.)

Contract Changes

49. Q: Can a contractor increase his prices after the contract has been awarded?

A: Typically no. Most contracts are awarded on a firm fixed price basis. If there is a change in the scope of the contract, the contract may be subject to modification that could result in an increase in pay. Any such changes must be requested by your activity. The contractor may not arbitrarily increase their prices. Please see the questions regarding changes in scope. If the Government changes the scope of a contract without a valid contract modification, the Contractor may also be eligible for more compensation.

50. Q: If the answer is yes, how does the contractor proceed?

A: If the contractor has reason to believe that their services exceed the scope of the contract, they should notify the Contracting Officer. The Contracting Officer will then request that the government's requirements and service being provided be reviewed by the COR, NMLC Code 07, and possibly NMLC Legal Counsel to determine if there has indeed been a change in scope. At that point, the Contracting Officer will determine if a modification is required, or if the activity needs to change **the practice of the Contractor** to ensure services do not exceed the scope of the contract.

51. Q: Can a contractor increase/decrease his hours or change his schedule after the contract has been awarded? If the answer is yes, how does the contractor proceed?

A: If the contractor wishes to increase/decrease work hours, it must be approved by the MTF/DTF and changed through a contract modification. Some contracts provide flexibility of scheduling. If the contract does allow for changes in schedules, a contract modification may not be required. For example, allowing a contractor who normally works a day shift to change to a night shift, with no modification to the contract could result in a claim against the government.

52. Q: Can a contractor share his work with another individual or multiple individuals after the contract has been awarded? If the answer is yes, how does the contractor proceed?

A: ISA contracts do not allow for job sharing. Agency contracts may allow for more than one individual to fill one position, or may be modified to allow for it. If allowed, this will be stated in Section C of the contract.

53. Q: Can a contractor substitute another employee while a current contractor employee working on the contract is on maternity leave?

A: Agency contracts have language specifically addressing the time provided. Substitutions apply only to Agency contracts. By their nature, ISAs do not allow for substitutions. Typically, once an individual has used all their leave and entered a Leave Without Pay (LWOP) status, the contractor may provide a replacement for that individual. Agency contracts contain no sick or annual leave accrual, and no maternity leave.

Miscellaneous

54. Q: How can a contractor learn about contract positions in other geographical areas?

A: Contractors may learn about contract positions in other geographic locations through the <NMLC Web Page>, by contacting the contracting office and applying to the centralized bidders mailing lists, by obtaining a POC at the desired location, or by obtaining newspapers in the desired area to view classified advertisements.

55. Q: Can a contractor be required to travel to attend conferences or training? If the answer is yes, how will it be paid?

A: Some contracts contain language that allows for contractors to travel in a manner similar to that of civilian service employees. In such cases, the guidance of the Joint Travel Regulation (JTR) applies with regard to travel orders, compensation in the form of per diems, mile allowances, etc. If the contract does not contain such language, contact the contracting officer to determine if a modification is necessary. Some airlines may not allow contractor employees to receive government rates. If this occurs a determination must be made by the Contracting Officer if it is in the best interest of the government to send this provider to training.

56. Q: Can a contractor be required to perform routine duties e.g., cleaning locker rooms and changing light bulbs, that civilian and military employees are required to do?

A: In a NPSC, all required duties/responsibilities are included in the contract. In a PSC, contractors may be required to perform some cleaning duties so long as those duties are related to their contract position. For example, a dental hygienist may be required to clean their operatory, however, having them mop, strip and wax floors would not be appropriate. A common sense approach must apply to such ancillary duties. If you aren't sure about such a duty, contact the contracting office.

57. Q: Can a contractor submit a relative or friend's resume to the Government to be held on file in consideration for future contracts?

A: An individual may request a copy of the Standard Form 129, Bidder's Mailing List (BML) Application that must be filled out and submitted to NMLC Code 05 to be place in our centralized BML database.

58. Q: Can a contractor quit?

A: Typically for a PSC, contractors must provide 15 days notice prior to termination of their contract. FAR Clause 52.249-12, "Termination (Personal Services)" which is located in Section I of the contract, addresses resignation. Also, the Government may initiate a termination notice for various reasons.

59. Q: How long will it take to replace a resigned contractor?

A: It depends. If the contract is an ISA, a 5 year contract may take from 4 to 7 months to place. Under certain circumstances you may wish to place a small purchase contract as a temporary measure which can be awarded in a matter of weeks and run through the end of the fiscal year. Contact your contracting office to discuss options.

60. Q: Does a contractor have to reregister in Central Contractor Registration (CCR) if their contract ends and they want to bid on another solicitation and win the award?

A: No. Once registered in CCR, the individual's information remains in the database provided it is updated annually. If the individual fails to update the information annually, it will be dropped from the CCR database.

61. Q: What does a contractor do when the contract ends?

A: Their relationship with the Government relative to that contract is concluded and an invoice marked "Final Invoice" should be submitted. In the event the Government has a follow on requirement, the contractor may submit a proposal for the new requirement.